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10 Attorneys for Plaintiff  
11 Bahman Barkhordar

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 BAHMAN BARKHORDAR,

15 Plaintiff,

16 vs.

17 AETNA LIFE INSURANCE  
18 COMPANY,

19 Defendant.

Case No.

COMPLAINT FOR:

BREACH OF THE EMPLOYEE  
RETIREMENT INCOME SECURITY  
ACT OF 1974; ENFORCEMENT AND  
CLARIFICATION OF RIGHTS;  
PREJUDGMENT AND POSTJUDGMENT  
INTEREST; AND ATTORNEYS' FEES  
AND COSTS

20 Plaintiff Bahman Barkhordar herein sets forth the allegations of his  
21 Complaint against Defendant Aetna Life Insurance Company.

22 **PRELIMINARY ALLEGATIONS**

23 1. Jurisdiction: This action is brought under 29 U.S.C. §§ 1132(a), (e), (f)  
24 and (g) of the Employee Retirement Income Security Act of 1974 (hereinafter  
25 “ERISA”) as it involves a claim by Plaintiff for employee benefits under an employee

1 benefit plan regulated and governed under ERISA. Jurisdiction is predicated under  
2 these code sections as well as 28 U.S.C. § 1331 as this action involves a federal  
3 question. This action is brought for the purpose of recovering benefits under the  
4 terms of an employee benefit plan, enforcing Plaintiff's rights under the terms of an  
5 employee benefit plan, and to clarify Plaintiff's rights to future benefits under an  
6 employee benefit plan. Plaintiff seeks relief, including but not limited to, payment of  
7 benefits, prejudgment and post-judgment interest, reinstatement to the benefit plan  
8 at issue herein, and attorneys' fees and costs.

9         2. Plaintiff was at all times relevant an employee of ADT LLC or one of  
10 its corporate subsidiaries, predecessors, or affiliates ("ADT") and a resident of Los  
11 Angeles County in the State of California.

12         3. Plaintiff is informed and believes that Defendant Aetna Life Insurance  
13 Company ("Aetna" or "Defendant") is a corporation with its principal place of  
14 business in the State of Connecticut, authorized to transact and transacting business  
15 in the Central District of California, and can be found in the Central District of  
16 California. Upon information and belief, Aetna is the insurer of a group long term  
17 disability policy issued by Aetna ("Aetna") to ADT that insured ADT's long term  
18 disability employee benefit plan ("LTD Plan") and acted in the capacity of a plan  
19 administrator and plan insurer. Aetna administered the claim with a conflict of  
20 interest and the bias this created affected the claims determination.

21         4. Defendant can be found in this judicial district and the LTD Plan is  
22 administered in this judicial district. The LTD claim at issue herein was also  
23 specifically administered in this judicial district. Thus, venue is proper in this  
24 judicial district pursuant to 29 U.S.C. § 1132(e)(2).

25         5. Plaintiff is informed and believes that the Policy insures employees who  
26 are residents of the State of California.

1           6.     Plaintiff is informed and believes that the Policy has an annual renewal  
2     date after January 1, 2012.

3           7.     Plaintiff is informed and believes that the Policy has remained in effect  
4     since its inception and was issued or renewed after January 1, 2012.

5  
6                                 **FIRST CLAIM FOR RELIEF**  
7                                 **AGAINST AETNA LIFE INSURANCE COMPANY**  
8                                 **FOR PLAN BENEFITS, ENFORCEMENT AND CLARIFICATION OF**  
9                                 **RIGHTS, PREJUDGMENT AND POSTJUDGMENT INTEREST,**  
10                                **AND ATTORNEYS' FEES AND COSTS**  
11                                **(29 U.S.C. § 1132(a)(1)(B))**

12           8.     Plaintiff incorporates by reference all preceding paragraphs as though  
13     fully set forth herein.

14           9.     At all times relevant, Plaintiff was employed by ADT, and was a  
15     covered participant under the terms and conditions of the LTD Plan. The LTD Plan  
16     was insured by Aetna and/or its predecessors, and Aetna was also the LTD Plan  
17     claims administrator and made all decisions to pay or deny benefit claims.

18           10.    During Plaintiff's employment, Plaintiff became entitled to LTD  
19     benefits under the terms and conditions of the LTD Plan. Specifically, in or about  
20     April 25, 2019, Plaintiff ceased work due to his disabling condition.

21           11.    Thereafter, Plaintiff submitted a claim for LTD benefits to AETNA.  
22     Plaintiff is informed and believes that Aetna identifies his claim as Claim No.  
23     3396334.

24           12.    Defendant Aetna denied his claim for benefits. Plaintiff appealed this  
25     determination.

26           13.    On or about October 14, 2020, Defendant Aetna denied Plaintiff's appeal  
27     of the denial of his LTD claim. As a result, Plaintiff has exhausted his appeals under  
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1 the LTD Plan.

2 14. Defendant breached the LTD Plan and violated ERISA in the following  
3 respects:

- 4 (a) It failed to pay LTD benefit payments to Plaintiff at a time when  
5 Defendant knew, or should have known, that Plaintiff was  
6 entitled to those benefits under the terms of the LTD Plan, as  
7 Plaintiff was disabled and unable to work and therefore entitled  
8 to benefits;
- 9 (b) It failed to provide a prompt and reasonable explanation of the  
10 basis relied on under the terms of the LTD Plan documents, in  
11 relation to the applicable facts and LTD Plan provisions, for the  
12 denial of Plaintiff's claim for LTD benefits;
- 13 (c) It failed, after Plaintiff's claim was denied, to adequately  
14 describe to Plaintiff any additional material or information  
15 necessary for Plaintiff to perfect his claim along with an  
16 explanation of why such material is or was necessary; and
- 17 (d) It failed to properly and adequately investigate the merits of  
18 Plaintiff's disability claim and failed to provide a full and fair  
19 review of Plaintiff's claim.

20 15. Plaintiff is informed and believes and thereon alleges that Defendant  
21 wrongfully denied his claim for benefits under the LTD Plan by other acts or  
22 omissions of which Plaintiff is presently unaware, but which may be discovered in  
23 this litigation and which Plaintiff will immediately make Defendant aware of once  
24 said acts or omissions are discovered by Plaintiff.

25 16. Following the denial of benefits under the LTD Plan, Plaintiff exhausted  
26 all appeals as required under the LTD Plan and ERISA, and Plaintiff has performed all  
27 duties and obligations on Plaintiff's part to be performed under the LTD Plan.  
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1 DATED: December 6, 2022

KANTOR & KANTOR, LLP

2  
3 By: /s/ Glenn R. Kantor

4 Glenn R. Kantor  
5 Attorneys for Plaintiff  
6 Bahman Barkhordar  
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